From:	rclaflin@google.com on behalf of Rachel Claflin <rclaflin@youtube.com>
Sent:	Tuesday, April 17, 2007 1:56 PM
To:	Roelof Botha <botha@sequoiacap.com>; Jennifer Field <field@sequoiacap.com>
Cc:	Zahavah Levine [redacted]
Subject:	Fully Executed Amendment to Merger
Attach:	Fully Executed Amendment to Merger Agreement.pdf

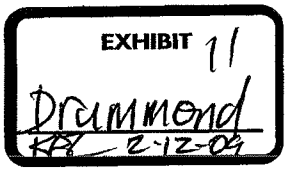
Good Afternoon,

Attached is a PDF softcopy of the fully executed Amendment to Merger Agreement. Please contact me if you have any trouble with the attachment.

Kind Regards,

Rachel

--
Rachel Claflin
Legal Assistant
YouTube, LLC
1000 Cherry Ave, Suite 2
San Bruno, CA 94066
[redacted]



AMENDMENT TO MERGER AGREEMENT

AMENDMENT, dated as of April 12, 2007 (this "Amendment"), by and between among Google Inc., a Delaware corporation, YouTube, LLC, as successor by merger to Snowmass Holdings Inc., a Delaware corporation and to YouTube, Inc., a Delaware corporation, and each of the former stockholders of YouTube, Inc., listed on the signature pages hereof.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an Agreement and Plan of Merger, dated as of October 9, 2006 (as amended and restated on November 3, 2006 and as further amended from time to time, the "Merger Agreement"), and capitalized terms used but not defined herein shall have the meaning set forth in the Merger Agreement; and

WHEREAS, the parties hereto now mutually desire to amend the Merger Agreement to correct a mutual mistake resulting from a scrivener's error, as further set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Section 9.6(b) of the Merger Agreement is hereby amended as of October 9, 2006 to correct a scrivener's error by deleting the words "recovery of up to five percent (5%) of the total number of Escrow Shares initially deposited in the Escrow Account pursuant to Article 2" in the last proviso thereof and replacing them with the words "recovery of Escrow Shares from the Escrow Account with a value (valued at the Parent Closing Price) of up to five percent (5%) of the Aggregate Share Consideration issuable in the Merger".

2. All references in the Merger Agreement to "Company Closing Price" shall be deemed to be references to "Parent Closing Price".

3. Except as specifically provided for in this Amendment, the terms of the Merger Agreement shall be unmodified and shall remain in full force and effect.

4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Amendment nor any rights or obligations hereunder shall be assigned or delegated by any party hereto except in connection with an assignment of the Merger Agreement in accordance with the terms thereof.

5. No amendment, modification, replacement, termination or cancellation of any provision of this Amendment will be valid, unless the same will be in writing and signed by the parties hereto. All notices and other communications provided for herein shall be dated and in writing pursuant to the terms of Section 10.4 of the Merger Agreement.

6. This Amendment may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Amendment shall be effective upon execution by each of the parties hereto. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware.

HIGHLY CONFIDENTIAL SC010023

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the day and year first above written.

GOOGLE INC.

By: _____
Name: David C. Drummond
Title: Senior Vice President, Corporate Development and Chief Legal Officer

YOUTUBE, LLC (as successor by merger to SNOWMASS HOLDINGS INC. and YOUTUBE, INC.)

By: _____
Name: Kent Walker
Title: President

[Signature Page to Amendment to Merger Agreement]

STOCKHOLDER PARTIES:

Steve S. Chen

Steve Chen 2006 Grantor Retained Annuity Trust
dated 9/27/06

Steve S. Chen
Trustee

Chad M. Hurley

The Chad Hurley Irrevocable Children's Trust
created UTA dated March 2, 2006

Brent Hurley
Trustee

Zahavah Levine

[Signature Page to Amendment to Merger Agreement]

HIGHLY CONFIDENTIAL

SEQUOIA CAPITAL XI
SEQUOIA TECHNOLOGY PARTNERS XI
SEQUOIA CAPITAL XI PRINCIPALS FUND
By: SC XI Management, LLC
A Delaware Limited Liability Company

General Partner of Each

By:_____
Name:
Title:

Artis Technology Partners, L.P.
Artis Technology 2X, L.P.
Artis Technology Qualified Partners, L.P.
Artis Technology Qualified 2X, L.P.
Artis Microcap Fund, L.P.

By: Artis Capital Management, L.P.
General Partner for Each Fund

By:_____
Name: JOHN MILANI
Title: COO

Artis Microcap Master Fund, L.P.

By: Artis Microcap GP, LLC
General Partner

By:_____
Name: JOHN MILANI
Title: COO

Artis Technology Partners Ltd.
Artis Technology 2X Ltd.

By: Artis Capital Management, L.P.
Investment Adviser and Attorney-In-Fact for
Each Fund

By:_____
Name: JOHN MILANI
Title: COO

[Signature Page to Amendment to Merger Agreement]

HIGHLY CONFIDENTIAL

SEQUOIA CAPITAL XI
SEQUOIA TECHNOLOGY PARTNERS XI
SEQUOIA CAPITAL XI PRINCIPALS FUND
By: SC XI Management, LLC
A Delaware Limited Liability Company

General Partner of Each

By: _____
Name: Douglas M. Leone
Title: Managing Partner

Artis Technology Partners, L.P.
Artis Technology 2X, L.P.
Artis Technology Qualified Partners, L.P.
Artis Technology Qualified 2X, L.P.
Artis Microcap Fund, L.P.

By: Artis Capital Management, L.P.
General Partner for Each Fund

By:_____
Name:
Title:

Artis Microcap Master Fund, L.P.

By: Artis Microcap GP, LLC
General Partner

By:_____
Name:
Title:

Artis Technology Partners Ltd.
Artis Technology 2X Ltd.

By: Artis Capital Management, L.P.
Investment Adviser and Attorney-In-Fact for
Each Fund

By:_____
Name:
Title:

[Signature Page to Amendment to Merger Agreement]

HIGHLY CONFIDENTIAL SC010027

WS INVESTMENT COMPANY, LLC
(2005A/2006A)

By:
Name:
Title:

[Signature Page to Amendment to Merger Agreement]